

Panaji, 23rd July, 2009 (Sravana 1, 1931)

SERIES II No. 17

OFFICIAL GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/14/95-AGR-1/145

Read: 1) Order No. 2/14/95-AGR-1/167 dated 17-07-2007.

2) Order No. 2/14/95-AGR-1/192 dated 26-6-2008.

Government is pleased to extend the deputation period of Shri Vithal Joshi, Agriculture Officer, Group 'B' Gazetted of this Directorate to Command Area Development Authority, Margao, against the post of Water Management Specialist for a further period of one year i.e. from 17-07-2009 to 16-07-2010.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Jt. Secy. (ex officio).

Tonca, Caranzalem, 10th July, 2009.

Order

No. 8/17/2006/D.Agri/149

Read: 1) Government Order No. 8/17/2006/D.Agri/3 dated 5th January, 2007.

2) Order No. 8/17/2006/D.Agri/226 dated 14-08-2008.

3) Addendum No. 8/17/2006/D.Agri/251 dated 24-09-2008.

4) Order No. 8/17/2006/D.Agri/270 dated 01-12-2008.

5) Order No. 8/17/2006/D.Agri/148 dated 30-3-2009.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Officers, Group 'A' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 5,200/- Grade Pay of the Directorate of Agriculture for a period of six months as mentioned against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

Sr. No.	Name & designation of the Officer	Date of extension
1.	Shri Satish Dev, Asstt. Director (Hort.)	05-07-2009 to 04-01-2010.
2.	Shri Babal Prabhu, SMS (Hort.)	05-07-2009 to 04-01-2010.

This is issued with due concurrence of the Goa Public Service Commission vide their letter dated COM/II/11/2(3)/92-06/1057 dated 10th July, 2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Jt. Secy. (ex officio).

Tonca, Caranzalem, 14th July, 2009.



Department of Co-operation

Office of the Registrar of Co-operative Societies

Corrigendum

No. 1-3-71/EST/RCS(Part)/1074

Read: Order No. 1-3-71/EST/RCS(Part)/68 dated 8-4-2009.

Instead of the words Asstt. Registrar of Co-operative Societies, Election Cell, South Goa District under column No. 3 of the table against Sr. No. 1 in the above cited order the same may be read as below:

Co-operative Authority (Asstt. Registrar of Co-op. Societies).

Similarly instead of the words Asstt. Registrar of Co-operative Societies Election Cell, North Goa District under column No. 3 of the table against Sr. No. 2 in the above cited order the same may be read as below:

Co-operative Authority (Asstt. Registrar of Co-op Societies).

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 10th July, 2009.

Department of Education, Art & Culture

Directorate of Education

Order

No. 1-1-(25)-2003/SE/208

Government of Goa is pleased to appoint Shri Subhash R. Mandrekar, Headmaster, Government High School, Agarwada, Pernem as State Project Co-ordinator (Pedagogy) in Goa Sarva Shiksha Abhiyan, Alto Betim.

The above appointment of Shri Mandrekar shall be on deputation/working arrangement initially for a period of two years by the standard terms of deputation contained in O.M. No. 13/4/74-PER dated 12-02-1999 read with O.M. No. 13/4/74-PER dated 05-01-2000 and as per the Rules of Goa Sarva Shiksha Abhiyan.

Shri Koti S. Fataroddin, Headmaster, Government High School, Dadachiwadi, Dhargal, Pernem shall hold the additional charge of Headmaster, Government High School, Agarwada, Pernem in addition to his own duties until further orders.

Shri Mandrekar shall hand over the charge of the post of Headmaster, Government High School, Agarwada, Pernem to Shri Koti S. Fataroddin, Headmaster, Government High School, Dadachiwadi, Dhargal, Pernem.

The date of joining and relieving should be communicated to this office.

By order and in the name of the Governor of Goa.

Dr. Celsa Pinto, ex officio Joint Secretary (School Education).

Panaji, 8th July, 2009.

Order

No. 1(4)-1-2009/SE/221

As per the provisions of Section 7(7) of Goa Board of Secondary and Higher Secondary Education Board Act, 1975, the Government is pleased to appoint Smt. Farrel Furtado, Teacher, Maria Bambina Convent High School, Cuncolim, Salcete-Goa, as Vice-Chairman of the Goa Board of Secondary and Higher Secondary Education, Alto-Betim with effect from the date of her taking over the charge.

By order and in the name of the Governor of Goa.

Dr. Celsa Pinto, ex officio Joint Secretary (School Education).

Panaji, 14th July, 2009.

Department of Finance

Revenue & Control Division

Notification

No. 2/1/95-Fin(R&C) (A) Part

In exercise of the powers conferred by sub-rule (4) of rule 99 of the Goa, Daman & Diu Excise Duty Rules, 1964, the Government of Goa, being satisfied that it is necessary in the public interest hereby directs that all licensed premises "for the sale of liquor" within the jurisdiction of Village Panchayat Taleigao and Villages of Santa Cruz, Telaulim, Curca and Bambolim in Tiswadi Taluka, shall be closed from 08-08-2009 to 10-08-2009 in view of holding bye-elections to the Zilla Panchayat Constituencies of Taleigao and Santa Cruz on 09-08-2009 by the Goa State Election Commission.

However, the licensed premises having licence for "Bar and Restaurant" may be allowed to keep the restaurant open for serving food only. However, the Bar counter shall be closed and no liquor shall be allowed to serve on the said days. The owner of licensed premises having "Bar & Restaurant" shall also display a board in the premises that no liquor will be served and that the restaurant is open for serving food only.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Finance (R&C).

Porvorim, 20th July, 2009.

Notification

No. 2/1/95-Fin(R&C) (B) Part

In exercise of the powers conferred by sections 5 and 8 of the Goa, Daman and Diu Excise Duty Act, 1964 (Act 5 of 1964) (hereinafter called the "said Act") the Government of Goa hereby prescribes that notwithstanding anything contained in the Government Notification No. Fin(Rev.)/2-35/SE/6/68/(A) dated 29-2-1972 and No. Fin(Rev.)/2-35/SE/6/65/(B) dated 29-2-1972, the following shall be the maximum quantity of liquor which can be transported from one place to another within the jurisdiction of Village Panchayat Taleigao and Villages of Santa Cruz, Telaulim, Curca and Bambolim in Tiswadi taluka which can be possessed by any person within the said Village Panchayat area without a permit issued in accordance with the provisions of the said Act and the rules made thereunder, from 08-08-2009 to 10-08-2009.

- (a) Three quart bottles of Indian made foreign liquor other than beer and six bottles of beer for any person including his family.
- (b) Three quart bottles of country liquor for any person including his family.

This Notification shall remain in force only from 08-08-2009 to 10-08-2009 in view of holding bye-elections to Zilla Panchayat Constituencies of Taleigao and Santa Cruz on 9th August, 2009 by the Goa State Election Commission.

By order and in the name of the Governor of Goa.

Vasanti H. Parvatkar, Under Secretary, Finance (R&C).

Porvorim, 20th July, 2009.

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Directorate of Accounts

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Order

No. DA/Admn/45-5/09-10/TR-2047/35

The Government is pleased to order the transfer and posting of the following Dy. Director of Accounts/Accounts Officers under Common Accounts Cadre as shown below with immediate effect on administrative grounds:

Sr. No.	Name of the Dy. Director of Accounts/ Accounts Officer	Present place of posting	Transferred and posted at
1.	Shri Kumarsen Kambli	Directorate of Small Savings & Lotteries, Panaji	Goa Sarva Shiksha Abhiyan, South District Project Officer, Margao on deputation.
2.	Shri Kashinath Jalmi	O/o. Project Director, JBIC ODA, Loan Project, Altinho, Panaji	Directorate of Small Savings & Lotteries, Panaji.

Deployment of Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer will be on deputation basis initially for a period of one year in the first instance and shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 and even No. dated 11-01-2007 issued by the Personnel Department, Government of Goa, as amended from time to time.

The Goa Sarva Shiksha Abhiyan, South District Project Office, Margao shall be liable to pay to the Government leave salary and pension contribution in respect of Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer at the prescribed rates.

On expiry of the deputation period, Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer shall stand relieved on expiry of deputation period to report back to the parent Department, unless the deputation period is extended by the Competent Authority. In the event Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer, overstays for any reason whatsoever, he will be liable for disciplinary action and other adverse civil/service consequences.

Shri Kashinath Jalmi, Dy. Director of Accounts/Accounts Officer shall hold the additional charge of the post of Dy. Director of Accounts/Accounts Officer in the O/o Project Director, JBIC ODA, Loan Project, Altinho, Panaji in addition to his own duties in the Directorate of Small Savings & Lotteries, Panaji, as temporary stop gap arrangement, till the regular substitute is posted.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rule.

On joining their new assignments, the officers shall send CTC/Joining Report to this Directorate immediately for records.

Officer at Sl. No. 2 should move first.

By order and in the name of the Governor of Goa.

Shripad G. Naik, Joint Secretary.

Porvorim, 13th July, 2009.

Order

No. DA/Admn/45-6/2009-10/TR-2048/36

The Government is pleased to order the transfer and posting of the following Assistant Accounts Officers under Common Accounts Cadre as shown below with immediate effect on administrative grounds.

Sr. No.	Name of the Officer	Present place of posting	Transferred and posted at
1.	Shri Ashok Sawant	Directorate of Accounts, Panaji	Directorate of Information Technology, Porvorim.
2.	Shri Laxman Gaude	Directorate of Accounts, Panaji	Directorate of Mines & Geology, Panaji.

Further, both the above Officers shall hold the additional charge of the post of Assistant Accounts Officer in the Directorate of Accounts, Panaji in addition to their own duties in the Department they are posted, as temporary stop gap arrangement, till the regular substitute is posted.

Wherever the transferees do not change their place of residence from old station to new, they will not be entitled for availing of joining time nor transfer TA as provided under CCS Rule.

On joining their new assignments, the officers shall send CTC/Joining Report to this Directorate immediately for records.

By order and in the name of the Governor of Goa.

Shripad G. Naik, Joint Secretary.

Panaji, 13th July, 2009.

Department of General Administration

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Notification

No. 19-5-95-GAD/2392

Government of Goa is pleased to accord rank and status of a Cabinet Minister to Shri Ramakant D. Khalap, Chairman of Law Commission, with immediate effect.

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (GA-II).

Porvorim, 16th July, 2009.

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Department of Housing

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Order

No. 2/12/96-Hsg.

On the recommendation of the D. P. C. of the Goa Housing Board, the Government of Goa is pleased to promote Mrs. Ana Estela Araujo, Assistant Accounts Officer to the post of Chief Accounts Officer in the Goa Housing Board on probation period of two years with immediate effect in the pay scale of Rs. 7,450-225-11,500 and as per Sixth Pay Commission is in the Pay Band of Rs. 9,300-34,800 with grade pay of Rs. 4,600/-.

By order and in the name of the Governor of Goa.

Gopal A. Parsekar, Joint Secretary (Housing).

Porvorim, 13th July, 2009.

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Department of Labour

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Order

No. 28/29/2001-Lab

As per the decision taken by the Minimum Wages Advisory Board in its meeting held on 13-02-2009 to constitute a Sub-Committee, the Government of Goa is pleased to constitute a Sub-Committee to advise the Government on fixation/revision of minimum wages on the terms of reference spelt below, comprising of following members:

- 1) The Commissioner of Labour ... Chairman. and Employment, Panaji-Goa

- | | | | |
|---|-------------|--|-------------------------|
| 2) Shri B. T. Boke,
Representative of Employees
Associations,
C/o. V. S. Dempo & Company,
Dempo House, Panaji-Goa | ... Member. | IN THE INDUSTRIAL TRIBUNAL AND LABOUR
COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer) | Ref. No. IT/45/2004 |
| 3) Shri Anil Kher,
Representative of Employees
Associations,
C/o. Micro Interconnexion,
Corlim Industrial Estate,
Corlim-Goa | ... Member. | Shri Satyawar Pagi,
H. No. 1470, Pokleval,
Kerrat, Betul, Goa. | Workman/Party I |
| 4) Shri Christopher Fonseca,
President Goa Trade &
Commercial Workers' Union,
Velho's Building, 2nd Floor,
Panaji-Goa | ... Member. | M/s. Haathi Mahal
Resort Hotel, Mobor,
Cavelossim, Goa. | Employer/Party II |
| 5) Shri P. Gaonkar, General
Secretary, Gomantak Mazdoor
Sangh, G-5, Macedo
Appartment,
Tisk, Ponda-Goa | ... Member. | Workman/Party I represented by Shri B. B. Naik.

Employer/Party II is represented by Adv. M. S.
Bhandodkar. | |
| 6) Dr. (Smt.) Sylvia M. De M.E.
Noronha, (Department of
Economics, Goa University)
1513/9, Plot E-7, Rego Bach,
Alto, Santa Cruz,
P.O. Bambolim, Goa-403 202 | ... Member. | | |

AWARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Satyawar Pagi, Resort Attendant, with effect from 25-1-2004, is legal and justified?
- (2) If not, what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3. The Party II filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a Resort Attendant from 07-11-2000 till the date of his termination i.e. till 24-1-2004. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 24-1-2004. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the

Terms of reference:

- 1) To consider the aspect of fixation of minimum wages Zone/Gradewise in respect of various establishments.
- 2) To suggest the modalities of fixation of minimum wages.

The Sub-Committee shall submit its report within 60 days from its constitution.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 10th July, 2009.

Notification

No. 28/1/2009-LAB/938

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/45/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 9th June, 2009.

Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party I was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

6. The matter was posted for framing of issues. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 9. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 20,955/- (Rupees Twenty thousand nine hundred fifty five only) to Shri Satyawan Pagi by way of 2 installments:

(a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12544 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 10,955/- (Rupees Ten thousand nine hundred fifty five only) bearing cheque No. 12489 dated 20-4-2009 drawn on HDFC Bank, payable at par.

2. The above amount of Rs. 20,955/- (Rupees Twenty thousand nine hundred fifty five only) shall

include all his claims arising out of the present reference No. IT/45/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Satyawan Pagi shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/45/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/1/2009-LAB/938

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/47/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 9th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble Presiding Officer)

Ref. No. IT/47/2004

Shri Benedito Simoes,

H. No. 78, Vollir,

Betul, Goa.

V/s

..... Workman/Party I

M/s. Haathi Mahal
Resort Hotel, Mobor,
Cavelossim, Goa. Employer/Party II
Workman/Party I represented by Shri B. B. Naik.
Employer/Party II represented by Adv. M. S.
Bandodkar.

AWARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication:

“(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Benedito Simoes, Resort Attendant, with effect from 4-4-2003, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3. The Party II filed its written statement at Exb. 5. The Rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a Resort Attendant from 1-11-2000 till the date of his termination i.e. till 3-4-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 3-4-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 7.

ISSUES

1. Whether the Party I proves that the Party II terminated his services from 4-4-2003 in violation of the provisions of Sec. 25F and Chapter VB of the I.D. Act, 1947?
2. Whether the Party I proves that the termination of his services by the Employer/Party II w.e.f. 4-4-2003 is illegal and unjustified?
3. Whether the Party II proves that the dispute referred is not an Industrial Dispute either under Sec. 2K of 2A of the I. D. Act, 1947 and hence the reference is not maintainable?
4. Whether the Party II proves that the Party I was appointed purely on contractual basis for fixed term period and the termination of his service was as per agreement which did not amount to 'retrenchment'?
5. Whether the workman/Party I is entitled to any relief?
6. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete Goa,

shall pay in total a sum of Rs. 20,165/- (Rupees twenty thousand one hundred sixty five only) to Shri Benedito Simoes by way of 2 installments:

(a) 1st installment of Rs. 10,000/- (Rupees ten thousand only) bearing cheque No. 125621 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 10,165/- (Rupees ten thousand one hundred sixty five only) bearing cheque No. 12493 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 20,165/- (Rupees Twenty thousand one hundred sixty five only) shall include all his claims arising out of the present reference No. IT/47/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Benedito Simoes shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present Reference No. IT/47/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of reinstatement and/or re-employment.

No Order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court

Notification

No. 28/1/2009-LAB/656

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/56/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. IT/56/2004

Shri Francisco M.

Alphonso,

H. No. 1248,

Curtorim-Goa.

..... Workman/Party I

V/s

M/s. Haathi Mahal

Resort Hotel,

Mobor,

Cavelossim, Goa.

..... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Francisco M. Alphonso, Sr. Steward, with effect from 26-10-2003, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Sr. Steward from 20-10-2000 till the date of his termination i.e. till 26-10-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 26-10-2003. The Party I has stated that he had rendered continuous

services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Resort Attendant on the regular post continuously from 20-10-2000 till the date of his termination?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 26-10-2003 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 11. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 22,447/- (Rupees Twenty two thousand four hundred forty seven only) to Shri Francisco M. Alphonso by way of 2 installments:

(a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12208 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 12,447/- (Rupees Twelve thousand four hundred forty seven only) bearing cheque No. 12211 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 22,447/- (Rupees Twenty two thousand four hundred forty seven only) shall include all his claims arising out of the present reference No. IT/56/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Francisco M. Alphonso shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/56/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court.

Notification

No. 28/1/2009-LAB/656

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/66/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai,
Hon'ble Presiding Officer)

Ref. IT/66/2004

Shri Niwas T. Bhosale,
C/o Effy Rodrigues,
Xirro, Carmona-Goa. Workman/Party I
V/s

M/s. Royal Goan Beach
Resort Private Ltd.,
M/s. Haathi Mahal
Resort Hotel,
Mobor,
Cavelossim, Goa. Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 6-12-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd., Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Niwas T. Bhosale, G. T. M. Painter, with effect from 6-1-2004, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II filed its written statement at Exb. 5. The Rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a G. T. M. Painter from 15-12-1999 till the date of his termination i.e. till 6-1-2004. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 6-1-2004. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 7:

ISSUES

1. Whether the Party I proves that he was employed with the Party II as a G.T.M. Painter on the regular post continuously from 15-12-1999 till the date of his termination?
2. Whether the Party I proves that the termination of his services by the Party II is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Party I with Party II was for fixed term period?
4. Whether the Party II proves that the termination of the services of the Party I is the result of non-renewal of contract of employment?
5. Whether the Party II proves that the Party I is gainfully employed?
6. Whether the Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 9. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 52,059/- (Rupees Fifty two thousand fifty nine only) to Shri Niwas T. Bhosale by way of 3 installments:

(a) 1st installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12818 dated 1-4-2009 drawn on HDFC Bank, payable at par.

(b) 2nd installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12505 dated 20-4-2009 drawn on HDFC Bank payable at par.

(c) 3rd installment of Rs. 16,059/- (Rupees Sixteen thousand fifty nine only) bearing cheque No. 012510 dated 18-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 52,059/- (Rupees Fifty two thousand fifty nine only) shall include all his claims arising out of the present reference No. IT/66/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Niwas T. Bhosale shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/66/2004 and further confirm that he shall no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal &
Labour Court.

Corrigendum

No. 28/29/2001-Lab

Read: Government Order No. 28/29/2001-Lab dated 10-07-2009.

The word "Representative of Employees Association" indicated at Sr. Nos. 2 & 3 in the above cited order may please be read as "Representative of Employers Association" instead of Representative of Employees Association.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 14th July, 2009.

Department of Law and Judiciary

Law (Establishment) Division

Notification

No. 9-18-2004-LD(Estt.)/part-II(37)/3068

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Trivikram Narayan Pai Raiturkar, Advocate, Margao, Goa as a Notary for a period of five years with effect from 9th July, 2009 for the area of Salcete taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 9th July, 2009.

Notification

No. 6-28-92/LD(Misc-I)/3071

- Read: 1. Notification No. 6-28-92/LD(Misc-I)/350 dated 17-03-2009 published in the Official Gazette, Extraordinary No. 2, Series II No. 50 dated 17-03-2009.
2. Corrigendum No. 6-28-92/LD(Misc-I)/573 dated 14th May, 2009 published in the Official Gazette, Series II No. 8 dated 21st May, 2009.

In exercise of the powers conferred under Section 22B (2)(b) of the Legal Service Authority Act, 1987 (No. 39 of 1987), the Government of Goa is pleased to appoint "Shri Vinai Laximan Kamat retired Chief Engineer, Public Works Department, Goa" in place of "Shri Thomas Noronha, Retired Manager of Insurance Company" to the North Goa District Legal Services Authority as the constituent to the Permanent Lok Adalat established by the State Legal Services Authority under Notification No. GSLSA/Notification/2009 dated 06-03-2009 and published in the Official Gazette Extraordinary, Series I No. 50 dated 16th March, 2009, on the recommendation made by the Hon'ble Executive Chairman of the Goa State Legal Service Authority.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 9th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(36)/3062

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Smt. Kala Premanand Dalal, Advocate, Valpoi, Satari, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Satari taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(38)/3063

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Smt. Maria Ruth De Noronha, Advocate, Margao, Salcete, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Salcete taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(39)/3086

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Dipak Gurudas Shet, Advocate, Panaji, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Tiswadi taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(40)/3085

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Paulo Francisco Rodrigues, Advocate, Panaji, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Tiswadi taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(41)/3095

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Pranay Kamat, Advocate, Panaji, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Tiswadi taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(44)/3093

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Somdas Krishna Manjrekar, Advocate, Margao, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Salcete taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(45)/3096

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Govind Tukaram Dhavjekar, Advocate, Mapusa, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Bardez taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(46)/3084

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Ravindra F. Ayir, Advocate, Margao, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Salcete taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(48)/3097

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Vilas Anant Naik, Advocate, Margao, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Salcete taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(49)/3094

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Shri Nagesh C. Gaonkar, Advocate, Mapusa, Goa as a Notary for a period of five years with effect from 10th July, 2009 for the area of Bardez taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 10th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(42)/4022

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Mr. Domnick Benedict Nazareth alias Benedict Dominic Nazare, Advocate, Mapusa, Goa, as a Notary for a period of five years with effect from 15th July, 2009 for the area of Bardez taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 15th July, 2009.

Notification

No. 9-18-2004-LD(Estt.)/part-II(47)/4023

In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Central Act 53 of 1952) read with Rule 8 of the Notaries Rules, 1956, the Government of Goa hereby appoints Mr. Andre Antonio Pereira, Advocate, Panaji, Goa, as a Notary for a period of five years with effect from 15th July, 2009 for the area of Tiswadi taluka.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Estt.).

Porvorim, 15th July, 2009.

Department of Personnel**Order**

No. 15/25/2002-PER/4248

Shri Soma G. Shetkar, B.D.O., Pernem shall hold charge of the post of the Chief Officer of Pernem Municipal Council in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 1st July, 2009.

Order

No. 6/2/2008-PER

The Governor of Goa is pleased to order transfer and posting of the following Junior Scale Officers of Goa Civil Service, with immediate effect and in public interest.

Sr. No.	Name of the Officer	Present posting	Transfer as
1	2	3	4
1.	Shri D. H. Kenaudekar	Chief Officer, Mapusa Municipal Council	Dy. Collector & SDM, Bicholim with additional charge of Forest Settlement Officer, North HQs, Valpoi.
2.	Shri Raju Gawas	Dy. Registrar, Govt. Polytechnic, Panaji	Chief Officer, Mapusa Municipal Council with additional charge of Dy. Registrar, Govt. Polytechnic, Panaji.
3.	Shri Dasha-rath Redkar	Under Secretary (Revenue)-I	Dy. Collector & SDM, Mapusa with additional charge of Under Secretary (Revenue)-I.
4.	Shri Mahesh Corjuekar	Dy. Collector & SDM, Mapusa	Dy. Collector (Revenue), North.
5.	Shri Johnson Fernandes	Dy. Collector (LA), South, Margao	Dy. Collector & SDM, South, Margao.
6.	Shri Deepak Dessai	Dy. Collector & SDM, South, Margao	Dy. Collector (LA) South with additional charge of SLAO (Goa Karnataka Dev.).

1	2	3	4
7. Shri Damodar Morajkar	Under Secretary (Public Grievances)		Dy. Registrar of Co-operative Societies (Admn.).

Shri Surendra Naik, Under Secretary (Finance Expenditure) shall hold charge of the post of Under Secretary (Public Grievances), in addition to his own duties, until further orders.

The posting of Officer at Sr. No. 2 shall be on deputation and shall be governed by the standard terms of deputation as contained in Office Memorandum No. 13-4-74-PER dated 12-02-1999 and as amended.

The Officers at Sr. No. 1, 3, 5, & 7 shall move first.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 14th July, 2009.

Department of Public Health

Order

No. 4/15/2008-II/PHD

Read: Memorandum No. 4/15/2008-II/PHD dated 18-06-2009.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(5)/2008/110 dated 27-05-2009, Government is pleased to appoint Dr. Joaquim Aleixo D'Souza Proenca to the post of Clinical Neurophysiologist (Group "A" Gazetted) in the Goa Medical College, Bambolim on temporary basis in the pay scale of Pay Band—3, Rs. 15,600-39,100 with grade pay of Rs. 6,600/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Joaquim Aleixo D'Souza Proenca shall be on probation for a period of two years.

Dr. Proenca has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the

Government on verification of character and antecedents, his service will be terminated.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 14th July, 2009.

Certificate

No. 45/2/2007-I/PHD

Read: 1) Memorandum No. 45/2/2007-I/PHD dated 08-04-2009.

2) Government Order No. 45/2/2007-I/PHD dated 27-04-2009.

Certified that the character and antecedents of Dr. Rahul Chimat Velip, Medical Officer and Dr. Yogesh Gurunath Govekar, Medical Officer under Directorate of Health Services mentioned in the above Orders have been verified by the District Magistrate, South Goa District & North Goa District respectively and nothing adverse has come to the notice of the Government. They have also been declared medically fit by the Medical Board.

Maria J. R. Pires, Under Secretary (Health-II).

Provorum, 10th July, 2009.

Department of Revenue

Notification

No. 23/48/2005-RD

Whereas by Government Notification No. 23/48/2005-RD dated 22-10-2007 published on pages 962-966 in Official Gazette No. 31 Series II dated 01-11-2007 and in two newspapers (1) "Navhind Times" dated 24-10-2007 and (2) "Sunaparant" dated 25-10-2007, it was notified under Section 6 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for the public purpose viz. Land Acquisition for construction of road at Tondwaddo, Bhimwaddo, Ranwaddo, Gonsua in V. P. Batalbatim.

And whereas, in the opinion of the Government of Goa (hereinafter referred to as the "Government"), the said land as specified in the

appended Schedule hereto is not required for the aforesaid purpose.

Now, therefore, the Government is pleased to declare under sub-section (1) of Section 48 of the said Act that it has withdraw from acquisition of the said land more particularly described in the Schedule appended hereto for the aforesaid purpose and that the aforesaid Government Notification shall be deemed to be modified to that extent so far as it relates to the said land. The persons interested in the said land, may lodge to the Special Land Acquisition Officer, Department of Tourism, Panaji-Goa, within a period of 30 days from the date of this Notification claims under sub-section (2) of Section 48 of the said Act, for the damages suffered by them in consequence of the notice or of any proceedings thereunder and for costs reasonably incurred by them in prosecution of the proceedings under the said Act relating to the said land.

A plan of the land shall be available for inspection in the office of the Special Land Acquisition Officer, Department of Tourism, Panaji-Goa, for a period of 30 days from the date of publication of this Notification.

SCHEDULE

(Description of the said land)

Taluka: Salcete *Village:* Betalbatim

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
157/10	O: 1. Wilson Marcus Anthony Pereira Carvalho. 2. Roshan Mascarenhas e Pereira Carvalho.	64

1	2	3
157/11	O: 1. Sergio de Jusus Jose Maria Filomena de Rosario Carvalho. 2. Ryan Sergio Carvalho. <i>Boundaries :</i> North : S. No. 157/5. South : Road. East : S. No. 157/9, 11, 16. West : S. No. 157/12, 7.	170
		Total: 234

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).
Porvorim, 14th July, 2009.

Department of Transport

Notification

No. 7/2/2008-TPT/1613

In pursuance of Article 66 of the Memorandum and Articles of Association of the Konkan Railway Corporation Ltd. and as per clause 6(ix) of the Agreement entered between the Government of India, the Ministry of Railways and the Government of Goa, the Government of Goa hereby appoints Shri Hauzel Haukhum, Chief Secretary of the Government of Goa, as Director on the Board of Directors of the Konkan Railway Corporation Ltd., to represent the State of Goa.

By order and in the name of the Governor
of Goa.

Arvind Loliyekar, ex officio Jt. Secretary &
Director of Transport.

Porvorim, 13th July, 2009.